

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA

§
§
§
§

Claim No: 1998A12894

vs.

Ida M. Jackson aka Ida Maria Shively

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 15066 Mesa Way 36, Romulus, Michigan 48174.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,252.43
B. Current Capitalized Interest Balance and Accrued Interest	\$3,767.45
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$6,019.88

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
 Holzman Corkery, PLLC
 Attorneys for Plaintiff
 Tamara Pearson (P56265)
 28366 Franklin Road
 Southfield, Michigan 48034
 (248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION

**CERTIFICATE OF INDEBTEDNESS
SAN FRANCISCO, CALIFORNIA**

Name: Ida M. Jackson
AKA: Ida Jackson
Address: 17926 Woodward Ave. Apt.5
Detroit, MI 48203
SSN : 369 60 4532

Total debt due United States as of: 10/21/97

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$2,252.43 from 10/21/97 at the annual rate of 8%. Interest accrues on the principal amount of this debt at the rate of \$0.49 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 5/25/89 the debtor executed promissory note(s) to secure loan(s) from First American Savings, Inc. - Tucson, AZ under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 1/5/91 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$207.43, thereby increasing the principal balance due to \$2,252.43.

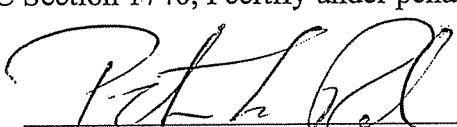
After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:	\$2,252.43
Interest:	\$1,091.13
Administrative/Collection Costs:	\$0.00
Penalties:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

OCT 30 1997

(Date)



Loan Analyst

0256 DOUBLE SIDED

89334-07

HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64107 • ST. PAUL, MN 55164

After lender completes application,
mail HEAF copy only to this address.

GUARANTEED STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK-PRESS FIRMLY-OR TYPE)

1. NAME (NO NICKNAMES)

LAST JACKSON

FIRST Ida

M.I.

LENDER COPY

4. PERMANENT ADDRESS

2743 Hunt

STATE Mich

ZIP 48207

CITY Detroit

6. U.S. CITIZENSHIP STATUS (CHECK ONE)
 U.S. CITIZEN OR PERMANENT RESIDENT OR
 NATIONAL OTHER ELIGIBLE ALIEN

ALIEN ID NUMBER IF APPLICABLE

7. PERMANENT RESIDENT OF WHICH STATE Mich

2. SOCIAL SECURITY NUMBER

3. WHEN WERE YOU BORN?

9. ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)

2743 Hunt

8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9)

NONE

8b. STATE IN WHICH ISSUED

10. PHONE AT SCHOOL ADDRESS

() 5AM 2

11. MAJOR COURSE OF STUDY:
SEE INSTRUCTIONS IN APP. BOOKLET

12

12. LOAN AMOUNT REQUESTED

\$ 2045 .00

13. LOAN PERIOD

FROM 6 MO YR 89 TO 11 MO 90

PRIOR LOAN INFORMATION

14. HAVE YOU EVER DEFRAUDED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR
INCOME CONTINGENT LOAN? YES (GIVE DETAILS ON SEPARATE SHEET)15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS?
 NO YES (GO TO 15b) NO (GO TO 20a)15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS
\$16. UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL
\$17. GRADE LEVEL OF MOST RECENT GSL
SEE INSTRUCTIONS IN APP. BOOKLET18. LOAN PERIOD START DATE OF MOST RECENT GSL
MO DAY YR19. INTEREST RATE OF MOST RECENT GSL
 7% 8% 9%20a. DO YOU HAVE ANY PRIOR UNPAID
SLS (ALAS) OR YES (GO TO 20b)
 NO (GO TO 21a)20b. IF YES, TOTAL UNPAID
PRINCIPAL BALANCE OF PRIOR
SLS (ALAS) LOANS RECEIVED DURING► UNDERGRADUATE STUDY \$
GRADUATE STUDY \$21a. DO YOU HAVE ANY UNPAID
PLUS LOANS IF YOU BOR-
ROWED AS A PARENT UNDER
THE PLUS LOAN PROGRAM? YES (GO TO 21b) NO (GO TO 22a)21b. IF YES, TOTAL UNPAID
PRINCIPAL BALANCE
OF PLUS
LOANS \$

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

22a. NAME P A U R A R E R N T T A I N P H O N E	R F F R E L A M I E N D V E I	R F E L A M I E N D V E I	R F E L A M I E N D V E I
Ruby McNeal 3651 Preston Detroit MI. 48207		MARY Allen 16167 Whitcomb Detroit Mich 48219	ZUVONDAS Jackson 20221 Ashton Detroit Mich 48214

NOTICE TO BORROWER: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: *I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.*

23a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)

X Ida Jackson

23b. DATE BORROWER SIGNED

MO 5 DAY 25 YR 89

SECTION B - TO BE COMPLETED BY SCHOOL

24. NAME OF SCHOOL

Ross Medical Ed Center (313) 9657451 02/179

25. ADDRESS (STREET, CITY, STATE, ZIP)

1553 Woodwork Dr Detroit MI 48226 0000

29. 30. PERIOD LOAN WILL COVER FROM MO DAY YR TO MO DAY YR	31. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP. UNDERGRAD.	32. ANTICIPATED GRADUATION DATE MO DAY YR	33. STUDENT STATUS (CHECK ONE) <input type="checkbox"/> DEPENDENT <input checked="" type="checkbox"/> INDEPENDENT
6 126 89 1 15 90	0 1 2 3 4 5 6 7 8 9 10	1 15 90	

34. ADJUSTED GROSS INCOME (AGI)	35. COST OF ATTENDANCE FOR LOAN PERIOD	36. ESTIMATED FINANCIAL AID FOR LOAN PERIOD	37. EXPECTED FAMILY CONTRIBUTION (EFC)	38. DIFFERENCE (ITEM 35 LESS ITEMS 36 AND 37) OR LEGAL MAXIMUM
\$ 8	\$ 8688	\$ 2300	\$ 0	\$ 6388

39. SUGGESTED DISBURSEMENT DATES MO DAY YR	40. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES <input type="checkbox"/> NO <input type="checkbox"/>	41. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	42. SCHOOL USE ONLY
1ST DISB.	2ND DISB.	3RD DISB.	MO DAY YR

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.	43a. SIGNATURE OF SCHOOL OFFICIAL X Jeannette H. Murrell	43b. DATE MO DAY YR 5 125 89	43c. PRINT NAME AND TITLE Jeannette H. Murrell
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SECTION C - TO BE COMPLETED BY LENDER	44. NAME OF LENDER FIRST AMERICAN SAVINGS, INC.	46. LENDER CODE 830909	50. LOAN DISBURSEMENTS MO DAY YR \$ AMOUNT
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45. ADDRESS (STREET, BUILDING, CITY, STATE, ZIP)	47. BRANCH CODE	MO DAY YR \$ AMOUNT
4380 N. CAMPBELL TUCSON, AZ 85718		

52. IS THIS AN UNSUBSIDIZED LOAN? YES <input type="checkbox"/> NO <input type="checkbox"/>	53. LENDER ACCOUNT NUMBER	54. LENDER USE ONLY	48.	MO DAY YR \$ AMOUNT
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SECTION D - TO BE COMPLETED BY HEAF	55a. SIGNATURE OF LENDING OFFICIAL X Bonnie Eichhorn	49.	51. TOTAL LOAN AMOUNT APPROVED \$.00
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JACKSON, IDA, M CLAIM NO 1993090661786 11-12-93	PRINT NAME AND TITLE BONNIE EICHORN/VICE PRES	55b. DATE SIGNED MO DAY YR 7 18 89
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A. PROMISE TO PAY

The Interest, Guarantee Fee, and Origination Fee rates and terms (mentioned in the Promise to Pay on the front of this application/promissory note) are:

1. Interest on the unpaid principal balance. The applicable interest rate on this loan will be figured in the following manner: If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 6%, the applicable interest rate on this loan will be 7%; if I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 7%, 8%, or 9%, the applicable interest rate on this loan will be the same as that of my other loan(s). If I have no outstanding Guaranteed Student Loans, my applicable interest rate on this loan will be 8%. I understand that if I am eligible for federal interest benefits, the interest will be paid by the Secretary of Education ("Secretary") (a) during the period I am in school on at least a half-time basis, (b) during the grace period described as allowed by and described under Deferment in this Note. If I am a "new borrower" (as defined below) with a period of enrollment beginning on or after July 1, 1988, my applicable interest rate on this loan will be 8% through the fourth year of repayment. Beginning on the first day of the fifth year of repayment, my applicable interest rate on the loan will be 7%. A "new borrower" is one who has no outstanding balance on a GSL, PLUS, SLS, or Consolidation Loan on the date he or she signs the promissory note for a loan to cover a period of enrollment beginning on or after July 1, 1988.

B. THE GUARANTEE FEE

HEAF may charge a fee to guarantee my loan, applicable regulations and HEAF policy. Fee will be deducted proportionately from ea after July 1, 1987. I understand that this charg attributable to any disbursement I do not rec applied to my loan balance or be returned to actual guarantee fee charged.

3. The Origination Fee will be deducted from by federal law and will be reflected on my refunded, pro rata, on undisbursed amount disbursement, if the loan check is not cashed check is returned to the lender uncashed.

C. DISCLOSURE OF LOAN INFO

I understand that before I receive my first sure statement that identifies all the terms:

D. GENERAL

I understand that the lender has applied Higher Education Assistance Foundation and the terms of this Promissory Note w of the Higher Education Act of 1965, as under the Act, and the Rules and Regul law, this Note shall be governed by the l

E. REPAYMENT

I will repay this loan in periodic installm than the end of my grace period.

However, during the grace period I ma grace period begins when I cease to at a school that is participating in the 1) The Secretary will pay the interest and during any deferment period, if made on my behalf under the regul: this loan is payable by the Secretar me. I may, however, choose to pay t 2) Once the repayment period begin accrues on this loan, except that if period was payable by the Secreta any period described under Deferr 3) The lender may add any intere paid when it is due, in accordance GLSP.

4) I will repay this loan over a rep more than 10 years. However, the a. If, during the grace period, I rec a shorter period.

b. The lender may require a rep ensure that during each year of GSL, PLUS or SLS program lo least \$600 of the unpaid principal of all such loans.

c. If I qualify for postponement of my payments during any period mentioned in this Note, or if the lender grants "forbearance", as allowed by the Act, those p... will not be included in the 5- and 10-year periods mentioned above.

5) If, during the grace period, I request a shorter repayment period, the lender may grant me a period shorter than 5 years. In that event, I may later choose to have the repayment period extended to 5 years.

6) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 4 of this Section, without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.

7) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.

8) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

F. PREPAYMENT

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interest that I have paid. The amount of any such rebate will be computed by the same method by which interest payments were computed.

G. DEFERMENT

I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Note, may be deferred. The instances currently authorized by the Act are described under Deferment in the HEAF application information booklet. To obtain such deferment, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HEAF, including, without limitation, submission of required forms to the lender.

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If I am unable to repay the loan in accordance with the terms established under Repayment in this Note, I may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the Act, federal regulations adopted under the Act and the Rules and Regulations of HEAF. I understand that a modification of repayment terms under this Section is different from Deferment (as described in this Note) and that during this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

H. DEFAULT

1. Definition—I understand that under the Act, and HEAF Rules and Regulations, any of the following events is a default:

1. failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in less frequent installments;
2. making any false representation for the purpose of obtaining this loan;
3. using the loan proceeds for other than educational purposes;
4. failing to enroll in the school that completed the application for the time identified as my loan period;
5. not notifying the lender immediately if I (a) drop to less than a half-time student, (b) change my graduation date, (c) change my name, or (d) change my permanent address.

2. Default—if I default on this loan:

the unpaid amount of the loan, including interest, immedi-

close to schools I have attended (or am

in any of the following federal programs: Pell Grant, College Work-Study, State Student Assistance Direct Student Loan, Guaranteed Student (SLS), PLUS loans, or Consolidation

debt Repayment and Deferment in this Note, including attorney's fees, that are permitted by these amounts. If this loan is referred for Fair Debt Collection Practices Act, I will pay the unpaid principal and accrued interest. Deferment is at the option of the lender, which it may do and other requirements of law. Failure to exercise the option

will then be required to pay HEAF all amounts

me a late charge if I fail to pay all or part of a s after it is due or if I fail to provide written eviement deferred as described under Deferment cents for each dollar of each late installment.

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loan and its repayment will be reported to one or all on this loan, the lender, holder or guaranty bureau organizations. This may significantly and er credit. The lender, holder or guaranty agency that information about the default will be disse I enter into repayment on the loan within the 30 response to a request from any credit bureau orga use with that organization about the accuracy and bout me.

er the laws of the United States of America that the irrower, certify that the information contained in my le and correct to the best of my knowledge and belief der's option, I authorize the lender to make my loan y school. I hereby authorize the school to pay to the me up to the amount of this loan. I further authorize / attend or HEAF to release to the lending institution, any requested information pertinent to this loan (e.g., loan history, current address). I also authorize the lender, educational institution, or HEAF to make inquiries to or , prior or subsequent lenders or holders, with respect documents. I also authorize the lender, subsequent holder, mation and make inquiries to the persons I have listed in for the purpose of learning my current address and tele phone number. I certify that the information contained in the application. I understand I am responsible for repaying any funds I receive that cannot reasonably be attributed to meeting my educational expenses related to attendance at that institution for the loan period stated. I certify that I am a borrower eligible for participation in the GSL program and that I do not owe a refund to any Title IV aid program. I certify that if I am eligible to apply for a Pell Grant, that I have done so or that I have requested my institution to estimate my eligibility for a Pell Grant. I further certify I have read the materials explaining the federal guaranteed student loan program which have been provided to me and that I understand my responsibilities and my rights under that program.

SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution, under the regulations applicable to this loan program, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief.

SIGNATURE	<i>Harlan Stevenson</i>
X	
TITLE	
DATE	7/23/91

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